



SPUR TRACK AGREEMENT

Parties.

AGREEMENT, made this _____ day of _____, 19 64, between
GREAT NORTHERN RAILWAY COMPANY, a corporation hereinafter called the "Railroad", and
ANACONDA ALUMINUM COMPANY, a corporation,
hereinafter called the "Industry".

Location.

WHEREAS, the Industry desires the construction, maintenance and removal of a track to be located at
Conkelley, Montana, shown colored red, between the letters
"C" and "F", on the plan hereto attached and made a
part hereof, marked "Exhibit A", the Railroad agrees to the construction, maintenance and operation of said track
on the following terms and conditions:

Right of
Way.

Section 1. The Industry shall first procure and furnish without expense to the Railroad all necessary right
of way, including all necessary public authority and permission for the construction, maintenance and operation of
the track. and removal of the track.

Construction,
Ownership and
Maintenance.

Section 2. Industry, at its expense, shall do all grading neces-
sary for the construction of said track.

Railroad, at the expense of the Industry, shall furnish
ties and ballast for and shall construct and maintain the
track shown between the letters C and F on said exhibit.

Upon discontinuance of the use of said track by Indus-
try, Railroad shall remove it at Industry's expense and shall
pay to Industry the salvage value of the ties furnished by
Railroad, such value to be agreed upon between the parties at
the time of removal.

Railroad shall lease to Industry the track material
furnished by Railroad for the track shown between the letters
C and F on said exhibit. Industry shall pay Railroad the sum
of \$104.40 per annum in advance as rental for the use of said
track material, it being understood and agreed that Industry
shall not be entitled to any pro rata refund of the first
year's rental should the track remain in service for less
than the full first year.

In the event of separation of the grade of said track and of any highway being ordered by public authority,
the Industry will indemnify the Railroad against any expense in connection therewith or consent to the removal
of the track.

Payment.

Section 3. The Industry shall, before any construction is begun, pay to the Railroad the sum of
\$3,350.00, the agreed cost of the work and materials to be furnished by the Railroad at the expense
of the Industry.

The Industry shall pay to the Railroad from time to time the cost of the maintenance, additions
and betterments, done by the Railroad, herein agreed to be borne by the Industry, within twenty days after bills
are rendered therefor.

Should the Industry do any work of construction, maintenance, or of additions and betterments,
it shall do such work in substantial and workmanlike manner, and in accordance with the Railroad's standards.
If the Industry fails to properly maintain the track or to pay the bills therefor within the prescribed time the Railroad
may refuse to operate over it.

Definition of
Cost.

Section 4. "Cost" for the purpose of this agreement shall be actual labor costs plus assignable additives
for payroll taxes, vacation allowances, and insurance against employers' liability; material and supplies to be
charged at current value where used. Rental for equipment shall be on a no-profit basis to the Railroad. Necess-
sary engineering and superintendence shall be provided by the Railroad without cost to the Industry.

Right of Rail-
road to Use.

Section 5. The Railroad shall have the right to use the track when not to the detriment of the Industry.

Clearances.

Section 6. The Industry shall not place, or permit to be placed, or to remain, any material, structure, pole
or other obstruction within 8½ feet laterally of the center or within 23 feet vertically from the top of the rail of
said track; provided that if by statute or order of competent public authority greater clearances shall be required
than those provided for in this Section 6, then the Industry shall strictly comply with such statute or order.

Public
Assessments.

Section 7. The Industry shall pay all compensation and assessments required at any time by any municipi-
pality, public authority, corporation or person, for the privilege of constructing, maintaining and operating said track.

Liability.

Section 8. The Industry agrees to indemnify and hold harmless the Railroad for loss, damage or in-
jury from any act or omission of the Industry, its employees, or agents, to the person or property of the parties hereto
and their employees, and to the person or property of any other person or corporation, while on or about said track;
and if any claim or liability shall arise from the joint or concurring negligence of both parties hereto it shall be
borne by them equally.

Assignment.

Section 9. The Industry shall not assign this agreement or any interest therein without the written con-
sent of the Railroad, and for any departure in this respect the Railroad may terminate this agreement.

In presence of:

H. N. Laddiman
Arlene A. Graff

GREAT NORTHERN RAILWAY COMPANY
ANACONDA ALUMINUM COMPANY

By James F. Rusk
Vice President.

ANACONDA ALUMINUM COMPANY
GREAT NORTHERN RAILWAY COMPANY

By _____
Vice President

APPROVED AS TO FORM

APPROVED AS TO TERMS AND CONDITIONS

G.N.R.
J.O.T.

J.A.I.
Vice President
and Comptroller

DATE July 29, 1964

BY

DATE August 14, 1964

BY

BY

BY

BY

DESCRIPTION COMPLETED

DATE August 14, 1964

BY